

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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AMCM GLOVE LLC.,

Plaintiff,

Index No. 1:21-cv-06863 (KAM)(JRC)

-against-

ICONN INC.,

**AMENDED
COMPLAINT**

Defendant.

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Plaintiff, AMCM Glove LLC (“Plaintiff” or “AMCM”), by its attorneys, Tuttle Yick LLP, as and for its Amended Complaint, respectfully alleges against Defendant iConn Inc. (“Defendant” or “iConn”) as follows:

PARTIES

1. At times relevant hereto, AMCM was and is a limited liability company formed under the laws of the State of New York.

2. AMCM’s principal place of business is in Kings County.

3. AMCM’s members are comprised entirely of American citizens residing in Kings County, New York.

4. At times relevant hereto, iConn was and is a corporation, organized and existing under the laws of the State of Nevada, with a principal place of business at 8909 Irvine Center Drive, Irvine, California, 92618.

JURISDICTION AND VENUE

5. Kings County is selected as the place of trial for the within action because AMCM is located in Kings County.

6. This Court has jurisdiction over iConn pursuant to CPLR § 302(a)(1).

7. Kings County is selected as the place of trial pursuant to CPLR §§ 503, as AMCM's principal place of business is in Kings County.

AS AND FOR THE FIRST CAUSE OF ACTION
(Breach of Contract)

8. AMCM is engaged in international and domestic trade of personal protective equipment, including nitrile gloves.

9. AMCM and iConn entered into a commercial relationship and contract whereby iConn purchased 1,000,000 boxes of nitrile gloves from AMCM in exchange for \$11,500,000.00, pursuant to a purchase order bearing PO#29220 and dated April 9, 2021 (the "Purchase Order"). A true and correct copy of the Purchase Order is annexed hereto as Exhibit A.

10. IConn representatives inspected a lot of the gloves warehoused in Los Angeles in connection with the Purchase Order.

11. AMCM had other gloves warehoused in New York, which iConn's representative instructed AMCM to keep in New York and not deliver to Los Angeles, as, upon information and belief, it was working on details of agreements with its own prospective buyers.

12. Upon iConn's representations that it would honor the Purchase Order, AMCM did not seek to sell its inventory to other prospective buyers.

13. On April 13, 2021, iConn confirmed the Purchase Order and deposited a downpayment of \$5,000 with AMCM, by wire transfer to AMCM's New York bank account, in partial performance of its obligations under the Purchase Order.

14. On July 12, 2021, iConn indicated the "this glove deal with not be going through" and refused to proceed with the Purchase Order, and thereby breached the Purchase Order.

15. As a result of iConn's breach of the Purchase Order, AMCM has been damaged in the total amount of \$6,808,5000.

JURY TRIAL DEMAND

16. AMCM hereby demands a trial by jury in all issues properly before this Court and all questions of fact raised by this Complaint.

WHEREFORE, Plaintiff AMCM requests judgment in its favor and against Defendant iConn as follows:

- i. On Plaintiff's First Cause of Action, damages in the amount of \$6,808,500, plus accrued interest;
- ii. Other costs and expenses;
- iii. Attorneys' fees; and
- iv. Such other relief as the Court deems appropriate.

Dated: January 18, 2022

Tuttle Yick LLP
Attorneys for AMCM Glove LLC

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